

MEMORANDUM OF AGREEMENT
ESTABLISHING A JOINT PROJECT
BETWEEN THE
UNITED STATES AND FOREIGN COMMERCIAL SERVICE
INTERNATIONAL TRADE ADMINISTRATION
U.S. DEPARTMENT OF COMMERCE
AND
CITY OF TUCSON OFFICE OF ECONOMIC DEVELOPMENT

I. PARTIES

This document constitutes an agreement between the U.S. & Foreign Commercial Service (US&FCS), International Trade Administration, U.S. Department of Commerce, and the City of Tucson Office of Economic Development (City of Tucson), a city government department. The parties enter into this agreement to operate and maintain the Tucson U.S. Export Assistance Center (Tucson USEAC).

II. AUTHORITIES

The US&FCS has authority to participate in this project with the City of Tucson under:

- (1) 15 U.S.C. Section 1525, the Department's Joint Project Authority, which provides that the Department may enter into joint projects with nonprofit, research, or public organizations on matters of mutual interest, the costs of which are equitably apportioned; and
- (2) 15 U.S.C. Section 4721, which authorizes US&FCS to promote U.S. exports, and support U.S. commercial interests abroad.

III. PURPOSE

Pursuant to this Agreement the parties will work together to promote U.S. exports. To this end, the parties will share office space located at 166 West Alameda, Tucson, Arizona, 85726. The sharing of office space will assist US&FCS and the City of Tucson in meeting the exporting needs of the business community in Tucson, especially small- and medium-sized companies. This project enables the parties to pool resources to facilitate the identification of export-ready companies in Tucson and to provide them enhanced benefits such as client counseling and overseas market assistance.

US&FCS advocates for U.S. companies abroad through its worldwide network of offices and assists U.S. companies to increase sales and market share around the world.

US&FCS promotes exports of U.S. goods and services.

This project is necessary and essential to further the mission of the Department as identified in 15 U.S.C. Section 4721, in that it will:

- Increase the number of export-ready and new-to-market Tucson companies, and promote awareness and usage of products and services of US&FCS designed to assist U.S. companies to export.
- Expand US&FCS outreach efforts to Tucson manufacturing and service companies, and enhance on-site one-stop-shop support to better serve clients.

The US&FCS has determined that this project cannot be done at all or done as effectively without the participation of the City of Tucson because:

- The City of Tucson has developed and implemented an aggressive export assistance function to promote the exports of Tucson companies.
- The location, cost savings and partnership with the City of Tucson will provide a more efficient and comprehensive delivery of services to the local community.

IV. MUTUAL INTEREST OF THE PARTIES

This project is of mutual interest to the parties because both parties recognize that exporting is critical to creating and maintaining a strong economy and helps to increase jobs. US&FCS has an interest in promoting U.S. exports, as its mission requires. Both parties share foreign market development goals for the benefit of Tucson small- and medium-sized companies. Both parties will benefit programmatically from joint sponsorship of numerous trade activities and programs and from leveraging of resources and sharing of knowledge.

V. JOINT ACTIVITIES

The parties will work together to assist local companies to export by providing market information, technical assistance, and counseling, as well as refer clients for services provided by the other organization.

The parties will coordinate, as appropriate, business assistance activities, programs and initiatives such as export conferences and seminars, and export education programs that benefit Tucson companies.

The parties will, whenever possible and appropriate jointly promote information regarding trade events, including the creation and distribution of press releases and newsletters, in accordance with ITA policy and U.S. government requirements. Specific joint projects not covered by this Agreement shall be covered by addenda or amendments to this Agreement.

VI. RESPONSIBILITIES OF THE PARTIES

The U.S. and Foreign Commercial Service

US&FCS will staff the USEAC with a trade specialist whose duty station will be the Tucson USEAC. This individual will be under the supervision of and report to the US&FCS Denver Network Director, located in Denver, Colorado.

- US&FCS will pay the salary, costs, and travel expenses for official business incurred by the trade specialist.
- US&FCS will pay costs and charges for telephone service and computer modem for electronic mail for the US&FCS employee, and for express mail and courier service charges incurred by the US&FCS employee.
- US&FCS will provide the Tucson USEAC with the standard US&FCS automation hardware and software packages.
- US&FCS will provide the Tucson USEAC with selected reference materials, publications, and general office supplies.

The City of Tucson Office of Economic Development

- The City of Tucson will provide the Tucson USEAC with office space in which to conduct trade-counseling duties, including confidential business counseling activities and secure space to house USEAC reference materials and operate USEAC software and hardware.

The City of Tucson will provide appropriate office furniture and filing equipment.

- The City of Tucson will provide access to copying and facsimile equipment.
- The City of Tucson will provide access to their computer server in order to connect with the US&FCS network.

The City of Tucson will provide back-up receptionist and clerical support.

- The City of Tucson will provide necessary custodial and security services.

VII. EQUITABLE APPORTIONMENT OF COSTS

The costs of this project are equitably apportioned and are in-kind. (See Appendix A). There will be no exchange of monies between the parties for the objectives outlined in this Agreement.

VIII. CONTACTS

US&FCS

Eric Nielsen, Director
Tucson Export Assistance Center
166 West Alameda
Tucson, AZ 85701
(520) 670-5540

City of Tucson

Kendall Bert, Director
City of Tucson Economic Development
166 West Alameda
Tucson, AZ 85701
(520) 791-5093

The parties agree that if there is a change regarding the information in this section, the party making the change will notify the other party in writing of such change.

IX. PERIOD OF AGREEMENT AND MODIFICATION/TERMINATION

This Agreement will become effective when signed by both parties. The Agreement will terminate three years from the date signed, but may be amended at any time by mutual written consent of the parties.

Either party may terminate this Agreement by providing 90 days written notice to the other party. In the event this Agreement is terminated, each party shall be solely responsible for the payment of any expenses it has incurred. Any obligations under this Agreement are subject to the availability of appropriated funds and to applicable laws and regulations.

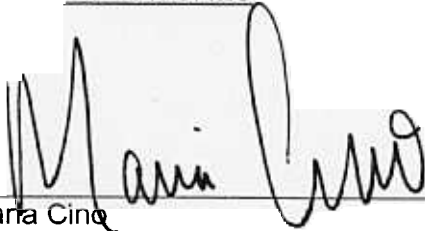
X. OTHER PROVISIONS

Should disagreement arise on the interpretation of the provisions of this Agreement, or amendments and/or revisions thereto, that cannot be resolved at the operating level, the area(s) of disagreement shall be stated in writing by each party and presented to the

other party for consideration. If Agreement on interpretation is not reached within thirty days, the parties shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution.

Specific joint program initiatives not covered in this Agreement may be presented as addenda to this document, contingent on approval by both parties.

XI. SIGNATURES

A handwritten signature in black ink, appearing to read "Maria Cino", is written over a light gray rectangular background.

Maria Cino
Assistant Secretary/ Director General
U.S. & Foreign Commercial Service
14th Street and Constitution Avenue, NW
Washington, D.C. 20230

Date

Michael D. House
City Attorney
City of Tucson
166 West Alameda
Tucson, AZ 85701

Date

Kendall Bert
Director, Economic Development
City of Tucson
166 West Alameda
Tucson, AZ 85701

Date

Appendix A

TUCSON U.S. EXPORT ASSISTANCE CENTER BUDGET

US & FCS

Equipment	\$ 100
Office Supplies and Materials	\$ 100
Federal Express Service & Postage	\$ 100
Telecommunications	\$ 2,000
Salary & Benefits of one (1) trade specialist	\$ 19,987
Total	\$ 22,287

City of Tucson Office of Economic Development

Copier and Paper	\$ 500
Office Space, Utilities	\$ 12,000
Staff Support	\$ 11,000
Total	\$ 23,500